

Petition & Complaints  
Order

No. 7559 Equity.

Samuel R. Barr, Trustee, named  
in mortgage from Cyrus H. Fisher  
and Laura V. Fisher to the Real  
Estate and Improvement Company  
of Baltimore City

No. 7559 Equity,

In the Circuit Court for  
Frederick County and  
Equity.

Petition.

Petition  
of [unclear]

To the Honorable the Judges of the Circuit Court for Frederick County, sitting as a Court of Equity.

The petition and Report of Sales of Samuel R. Barr, Trustee named in a Mortgage from Cyrus H. Fisher and Laura V. Fisher his wife to the Real Estate and Improvement Company of Baltimore City, respectfully comes unto your Honors:-

1st. That on the 16th day of February, in the year Eighteen hundred and Ninety two, Cyrus H. Fisher being indebted to the Real Estate and Improvement Company of Baltimore City a body corporate of the State of Maryland in the sum of six hundred dollars, did on said date, in conjunction with his wife, Laura V. Fisher, execute a deed of mortgage conveying to the said The Real Estate and Improvement Company of Baltimore City, all that lot, piece or parcel of ground and premises situated, lying and being in Frederick County State of Maryland, which is described on the plat of C. M. Warner's Second Addition to Remmerswick as lot Number two hundred and Eighty one (281) East of Maple Avenue on Fifth Street which said plat is filed in Liber A. J. P. No. 13 folio 1394 one of the Land Records of Frederick County. Said lot or parcel of land being further described as follows: Beginning at a point seventy-eight (78) feet from the South-East corner of Maple Avenue and Fifth Street, running in an Easterly direction, thence south one hundred and forty four (144) feet to an alley, thence East on a line with said alley fifty (50) feet thence North on a line parallel with the first line one hundred and forty-four feet, thence West on a line with the South side of Fifth Street fifty (50) feet to the place of beginning.

Being the same property conveyed to the said Cyrus H. Fisher by Charles M. Warner and wife and Lavinia L. Warner by deed dated December 14th 1891 to which said deed of Mortgage there was a condition annexed that if the said Cyrus H. Fisher should pay on or before the 1st day of February, 1900, the said sum of six hundred dollars, with interest thereon payable monthly at the rate of six per cent per annum from the first day of January 1892 said payment to be made by monthly installments of at least nine dollars, including interest beginning for the first instalment on the first day of February 1902 and should make no default in my agreement, covenant or condition of said mortgage then the same should be void, all of which will fully appear by reference to a certified copy of said mortgage herewith filed as Exhibit "A" and which, together with all other Exhibits hereinafter produced it is prayed may be taken and considered as part of this petition and report.

2nd. That by the provisions of said mortgage it was agreed that in the event three of the above mentioned monthly installments being due and unpaid or of default in any agreement, covenant or condition of said mortgage the entire mortgage debt intended to be secured should be deemed due and demandable, and said amounts so declared to be in trust and Samuel R. Barr of Baltimore City was authorized and empowered to sell the said mortgaged property, and to convey the same